

Mail Flow Monitor - Terms and Conditions

1) Mail Flow Monitor will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including, without limitation, any financial losses such as loss of profit) which you may incur as a result of any event beyond Mail Flow Monitor's reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access the site for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

2) Without prejudice to Mail Flow Monitor's other rights and remedies under these Conditions and/or at law, if any sum payable is not paid on or before the due date, Mail Flow Monitor shall be entitled forthwith to:

2.1) withhold or, where provision of the Services has commenced, suspend the provision of Services to you.

3) Mail Flow Monitor warrants that it will provide the Services with reasonable care and skill.

4) You represent, undertake and warrant to Mail Flow Monitor that you will use Services provided by Mail Flow Monitor only for lawful purposes. In particular, you represent, warrant and undertake that:

4.1) you will not use the Services in any manner which infringes any law or regulation or which infringes the rights of or, causes annoyance, inconvenience or needless anxiety to any third party, nor will you authorise or permit any other person to do so;

4.2) you will keep secure any identification, password and other confidential information relating to the Services and shall notify Mail Flow Monitor immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information;

5) Whilst Mail Flow Monitor will use reasonable endeavours to ensure the integrity and security of the Services, Mail Flow Monitor does not guarantee that the Services will be error or interruption free or free from unauthorised users or hackers.

6) Mail Flow Monitor may from time to time:

6.1) temporarily suspend part or all of the Services without notice for the purposes of repair, maintenance or improvement. Mail Flow Monitor undertakes to use reasonable endeavours to restore the Services as soon as possible after any such suspension;

6.2) give instructions regarding the use of the Services which in Mail Flow Monitor's reasonable opinion are necessary in the interests of safety or to maintain or improve the quality of the Services provided Mail Flow Monitor and any such instructions shall, whilst they are in force, be deemed to form part of the Contract between You and Mail Flow Monitor; and/or

6.3) vary the technical specification of the Services for operational needs.

7) Mail Flow Monitor may terminate its Contract with you at any time, immediately upon written notice via post, email or SMS message if you:

7.1) breach any term of the Contract; or

7.2) if Mail Flow Monitor considers your behaviour or interaction with any member of Mail Flow Monitor staff to be inappropriate or abusive. In such an event, the final decision shall rest with Mail Flow Monitor without burden of proof; or

7.3) refuse to comply with any of Mail Flow Monitor's prescribed methods of interacting with Mail Flow Monitor, which may change from time to time to account for Mail Flow Monitor working practices, for example submitting support via support ticket.

8) Mail Flow Monitor reserves the right to terminate any Contract at any time (notwithstanding any Minimum Contract Term) giving to you not less than 30 days prior written notice of termination. If Mail Flow Monitor terminates your Contract under this clause 10 it will refund any Fees that you have paid in advance for Services that, as a result of Mail Flow Monitor's termination of the Contract, you will not receive.

9) Termination and/or expiry of your Contract is without prejudice to any rights and/or liabilities accrued as at the date of expiration or termination.